

STORM SEWER EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is entered into as of the ___ day of _____, 2023, by and between **First Congregational Church of Hudson**, 47 Aurora Street, Hudson, Ohio 44236 ("Grantor") and **The City of Hudson**, OHIO, a municipal corporation, 1140 Terex Road, Hudson, Ohio 44236 ("Grantee").

R E C I T A L S:

A. Grantor is the owner of certain land situated in the City of Hudson, Summit County, Ohio, described as Permanent Parcel No. 3202791 (the "Premises"); and

B. Grantor desires to grant Grantee a non-exclusive perpetual easement for the construction and maintenance of a storm sewer located on the Premises.

NOW, THEREFORE, in consideration of the sum of one Dollars (\$ 1.00) and other valuable consideration received to the full satisfaction of Grantor and in further consideration of the covenants, promises and agreements set forth herein, the parties agree as follows:

1. Grantor, for itself, its heirs, successors, legal representatives and assigns, and upon the terms and subject to the conditions of this Agreement, gives, grants and conveys unto Grantee, its successors, legal representatives and assigns, a perpetual non-exclusive easement and right-of-way upon, under and across that portion of the Premises outlined in Exhibit A attached hereto and incorporated herein and more specifically described in Exhibit B attached hereto and incorporated herein for the following purposes: (i) constructing, installing, maintaining, operating, inspecting, repairing, reconstructing and replacing at Grantee's expense and at no cost to Grantor, utilities, including a storm sewer and its appurtenances including, without limitation, manholes, service connections and pipes; and (ii) do anything, at Grantee's expense and at no cost to Grantor, that may be necessary or advisable in the judgment of Grantee in order to operate utilities, including the storm sewer, manholes and their appurtenances in accordance with the applicable federal, state and local laws, ordinances, regulations, rules, orders and government agency guidelines and for the management and protection of Grantee, provided that: (a) all such work is performed with due care and, once begun, is prosecuted diligently and uninterruptedly to completion, and (b) Grantee does not damage any buildings on adjacent premises, or unreasonably hinder or interfere with the business or activities of Grantor or anyone claiming title by, through, or under Grantor, or their invitees.

2. Grantee shall, at its expense, upon installing, constructing, operating, inspecting, maintaining, repairing or replacing the storm sewer and its appurtenances, restore the surface of the easement and replace and repair any driveways, curbs, sidewalks, fences, landscaping, lawns and the like to substantially the same condition as existed before any such work was performed. Such restoration, repair and replacement shall be performed and completed as weather conditions reasonably permit.

3. Grantee agrees to obtain all permits, if any, required by applicable law, including, but not limited to, Army Corps of Engineers Wetlands Permits, if any, required in connection with the installation, inspection, repair, maintenance, replacement, construction and reconstruction of the storm sewer and its appurtenances. Permits will be obtained at Grantee's cost.

4. Grantor may not, without the prior written consent of Grantee, construct buildings, structures, improvements, landscaping or fences on, over or under the easement.

5. In addition to the purposes described in Paragraph 1 of this Agreement, Grantee shall have the right to use the easement for any and all purposes which are consistent with the rights granted in this easement including, without limitation, the installation, construction, operation, inspection, maintenance, repair or replacement of storm sewers along with access to said easement through land conveyed to the First Congregational Church of Hudson.

6. Grantor warrants and represents that it has title in fee simple in and to the Premises. The easement granted herein is subject to all restrictions, conditions, reservations, limitations, covenants, rights of way and easements of record.

7. This Agreement shall bind and inure to the benefit of the parties hereto, their respective successors, representatives and assigns.

8. The easement herein granted and all covenants and agreements herein shall run with the land.

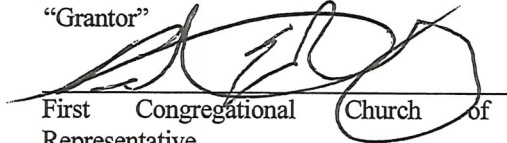
9. If requested by Grantee, Grantor will obtain from all persons or entities which have a lien, excluding Summit County with respect to real estate taxes and assessments, a written subordination of the lienholder's lien to the easement granted in this Agreement.

10. No amendments, modification, or supplement to this Agreement shall be effective unless the same is in writing, duly executed by the owner of the fee simple estate in and to the affected portions of the Premises, and recorded in the official real estate records of Summit County, Ohio.

11. This Agreement may not be assigned or transferred by Grantee. Any attempt to do so shall be null and void.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the date first above written.

"Grantor"


First Congregational Church of Hudson
Representative

"Grantee"

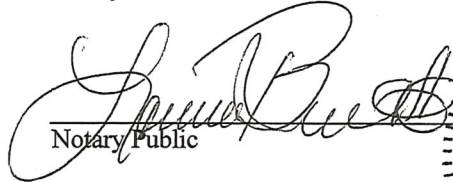
CITY OF HUDSON, OHIO

Thomas Sheridan, City Manager

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County and State, personally appeared a representative of First Congregational Church of Hudson, who acknowledged that he/she did sign the foregoing instrument and that the same was her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 24th day of March, 2023.



Notary Public



STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the City of Hudson, Ohio by Thomas Sheridan, its City Manager, who acknowledged that he did sign the foregoing instrument and that the same was her free act and deed as a City official and the free act and deed of the City.

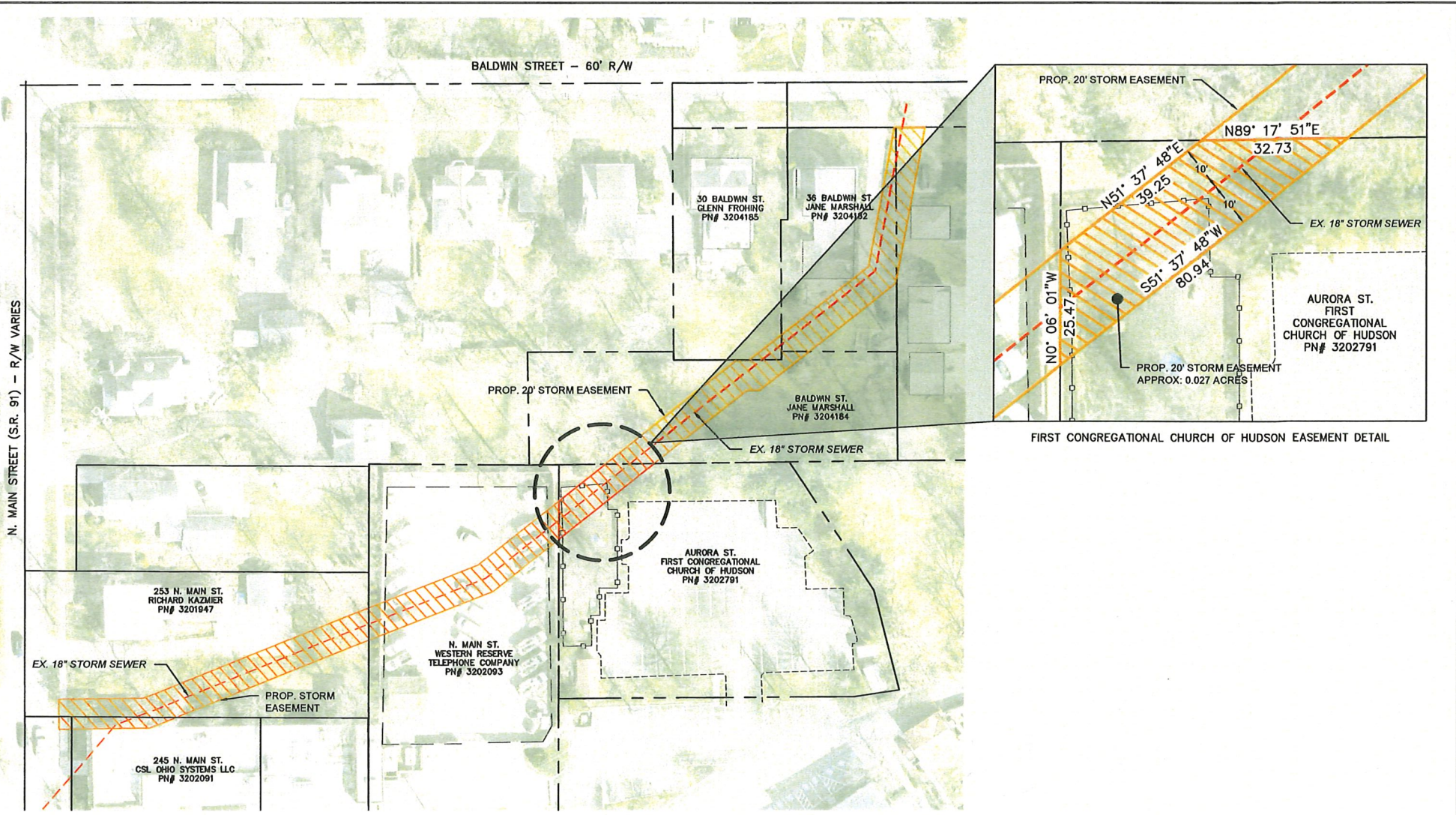
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2023.

Notary Public

This Instrument reviewed By:

City Solicitor
1140 Terex Road
Hudson, Ohio 44236

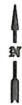
CAPITAL PROJECTS/UTILITY PROJECTS/STORM WATER EASEMENT DATA. DESIGN/DATE: 08/20/2013. DRAWING DATE: 08/20/2013. 11:13 AM



OHIO
HUDSON

1140 Terex Road
Hudson, Ohio 44236
(330) 342-1770

0 30 60
SCALE IN FEET
SCALE: 1" = 60'



**CITY OF HUDSON
STORM WATER EASEMENT
EXHIBIT B**

EXHIBIT "A"

Legal Description

Storm Water Easement First Congregational Church of Hudson
0.027 Acres

Situated in the City of Hudson, County of Summit, State of Ohio, and known as being part of Original Lot No. 12, Block No. 5 in the Village of Hudson (now City of Hudson), also known as being part of Parcel ID No. 3202791 as shown on the Deed as recorded in Recorded in Volume 7093, Page 555 of the Summit County Records, and also known as being part of lands now and formerly owned by the First Congregational Church of Hudson and more fully described as follows:

Beginning at a 1 1/2" disk found in the monument box marking the intersection of the centerline of College Street (60 feet wide) with the centerline of Baldwin Street (60 Feet Wide)" Thence S 00° 34' 32" E along the centerline of College Street, a distance of 251.70 feet to a point thereon; Thence S 89° 50' 32" W a distance of 30.00 feet to a 3/4" Iron Pin found on the Westerly right of way of said College Street at the Southeasterly corner of lands now or formerly owned by Holly E. Byers by deed recorded in Document Number 56557017 of Summit County Records; Thence S 89° 50' 32" W a distance of 175.56 feet to a 2" Iron Pipe found at the Southwesterly corner of lands now to formerly owned by Holly E. Meyers, Thence S 89° 17' 51" W a distance of 161.72 feet to a point along the southerly property line of lands now or formerly owned by Jane T. Marshall, and Robert W. Marshall by deed recorded in Document Number 55820740 of Summit County Records and being the True Place of Beginning for the easement herein described:

Thence S 51° 37' 48" W along a new line of easement, a distance of 80.94 feet to a point on the easterly property line of lands now or formerly owned by Western Reserve Telephone Company as recorded in Volume 3779, Page 25 of Summit County Records;

Thence N 00° 06' 01" W, continuing along the easterly property line of lands now or formerly owned by Western Reserve Telephone Company, a distance of 25.47 feet to a point;

Thence N 51° 37' 48" E along a new line of easement, a distance of 39.25 feet to a point on the southerly property line of lands now or formerly owned by Jane T. Marshall, and Robert W. Marshall by deed recorded in Document Number 55820740 of Summit County Records;

Thence N 89° 17' 51" E, continuing along the southerly property line of lands now or formerly owned by Jane T. Marshall, and Robert W. Marshall, a distance of 32.73 feet to the True Place of Beginning, containing 0.027 Acres (1201.9046 square feet) of land, more or less, but subject to all legal highways and any restrictions, reservations, or easements of record.

Basis of bearing for this description is N 00° 34' 32" W along the centerline of College Street (60 feet wide).